

# Agreement

*between*

**State of Washington  
Department of Transportation**

*and*

**Engineering Employees (within Engineering Services  
and Engineering Technician Bargaining Units)**

*represented by*

**International Federation of Professional and  
Technical Engineers, Local 17 AFL-CIO**

November 1, 1997 through October 31, 2000



**Washington State  
Department of Transportation**



**Engineering Services Bargaining Unit — Represented by Local 17 (Union Shop)**  
**Description as of November 1, 1997:**

**Code    Title**

66100	Transportation Technician 3
66120	Transportation Engineer 1
66140	Transportation Engineer 2
66160	Transportation Engineer 3

**Engineering Technician Bargaining Unit — Represented by Local 17 (Union Shop)**  
**Description as of November 1, 1997:**

**Code    Title**

66060	Transportation Technician 1
66080	Transportation Technician 2
66370	Transportation Materials and Fabrication Inspector
67800	Transportation Planning Technician 1
67810	Transportation Planning Technician 2
67820	Transportation Planning Technician 3
67830	Transportation Planning Specialist 1
67840	Transportation Planning Specialist 2
67850	Transportation Planning Specialist 3
69000	Avalanche Control Trainee
69010	Avalanche Control Technician
69020	Avalanche Control Supervisor
71780	Drilling Inspector
71800	Drilling Field Inspector Geotechnical

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## **Preamble**

This Agreement is entered into between the Department of Transportation (hereinafter called Management or the Department) and the International Federation of Professional and Technical Engineers, Local 17, AFL-CIO (hereinafter called the Union) for the purpose of setting forth the mutual understanding of the parties on personnel matters over which the appointing authority may lawfully exercise discretion.

It is agreed by the parties that it is in their best interest to promote and encourage areas of understanding and cooperation in Labor-Management relations, to promptly and fairly adjust differences, misunderstandings and disputes; to promote and practice reasonable and fair working conditions; and to encourage an environment of good will and harmony, which is free of unlawful coercion, discrimination, and harassment.

## **Article 1 — Nondiscrimination**

### **1.1 Nondiscrimination**

The parties agree that they will not engage in any act or practice or pursue any policy which results directly or indirectly in unlawful coercion, discrimination, or harassment because of race, creed, color, national origin, religion, age, disability, sex, sexual orientation, marital or veteran status, or because of the participation or lack of participation in Union activities, except that employees must comply with the Union Shop requirements as they apply to the employees in the bargaining units. The Department agrees to provide appropriate training and the Union agrees to support and encourage participation in training to positively accept the cultural diversity that exists in the workplace and to understand as well as prevent all forms of discrimination and harassment. The parties agree that acts of coercion, discrimination, and harassment are intolerable.

### **1.2 Equal Employment Opportunity/Affirmative Action**

Management and the Union agree on the need for affirmative action within the provisions of the Federal and State laws, rules, and regulations to address and correct inequities where they exist in the Department. Management agrees to provide a copy of the approved current affirmative action plan to the Union.

The parties support Equal Employment Opportunity/Affirmative Action in all personnel transactions including hiring and promotional practices, with an emphasis on selecting the best qualified candidates. Management agrees to provide equal opportunity, consideration, and treatment for all Union employees in all phases of employment.

## **Article 2 — Recognition and Bargaining Unit**

### **2.1 Exclusive Representation**

The Department recognizes the Union as the exclusive bargaining representative of employees covered by this Agreement in accordance with the provisions of Chapter 41.06 RCW State Civil Service Law and the Merit System Rules. The provisions of the Agreement apply to all persons employed by the Department in classifications included in the Engineering Services and Engineering Technician bargaining units or those units as they may be subsequently modified by the Washington State Personnel Resources Board.

## **2.2 Notice of Recognition — Copies of Agreement — Application**

The Department will inform all employees entering these bargaining units of the Union's exclusive recognition. The Department will also furnish such employees a copy of this Agreement and a Union Membership Application. The Department shall coordinate the publication of this Agreement. The cost for printing the Agreement shall be shared equally by the parties.

## **2.3 Definition of Employees — Use of Temporary Employees**

For the purposes of this Agreement, the term "employee(s)" shall mean those persons holding probationary or permanent civil service status within the bargaining units. The Department shall not use temporary employees to supplant regular positions. After a position has been filled by a temporary employee for nine months, the Union may request a meeting with the Department to review its need for that position to be staffed by a permanent employee.

## **2.4 Bargaining Unit List**

Quarterly, the Department will send to the Union's Seattle Office a list of all employees within the bargaining unit. Such list will include the employee's name, address of record, job classification, organization code, and an indication of authorized payroll deduction of Union dues or Union Shop fees.

## **2.5 Union Officers — Staff — Shop Stewards — Recognition**

The Union will furnish to the Department's Employee Relations Manager, a quarterly listing of Union officers, staff, and shop stewards who are authorized to represent the Union. Such persons shall be recognized by the Department as such within 10 working days of said notification.

## **2.6 Facilities — Union Meetings — Literature — Posting**

The Department will make available its region conference rooms for Union meetings during employee off-work hours when the facilities are not otherwise in use. The Department will provide reasonable space at each shop steward's permanent work station for posting Union business materials. Such literature shall be officially identified as I.F.P.T.E., Local 17, AFL-CIO literature.

## **2.7 Copies of Employee Related Correspondence**

The Union shall furnish the Departmental Personnel Manager with a copy of all employee-related correspondence it sends to Management representatives or to the Department of Personnel.

# **Article 3 — Management Rights**

## **3.1 Rights — Enumerated**

It is understood and agreed by the parties that Management possesses the exclusive right to operate the Department so as to carry out the statutory mandate, mission, and/or goals assigned to the Department, and that all Management rights repose in Management. However, such rights must be exercised consistent with the provisions of this Agreement, any subsequent letters of understanding which may be signed by designated representatives of the parties during the term of this Agreement, Merit System Rules, and other applicable laws and regulations. These Management rights include but are not limited to the following:

- a. To manage and direct the employees of the Department;
  - b. To hire, promote, transfer, assign, train, evaluate, or retain employees in positions within the Department;
  - c. To establish work rules and rules of conduct;
  - d. To suspend, demote, discharge, or take other appropriate disciplinary action against employees for just cause;
  - e. To determine the size and composition of the work force and to lay off employees in accordance with applicable rules and regulations;
  - f. To contract or subcontract work, however, Management will not contract or subcontract work typically and historically accomplished by the bargaining unit employees when such action will cause the elimination of classified positions.
- The Department agrees to meet with the Union on a quarterly basis, at which time a report will be provided identifying the following:

1. Design service contracts exceeding \$350,000.
2. Nonstructural construction survey bid items in contracts.
3. Any construction bid item work traditionally accomplished by bargaining unit employees which exceeds \$50,000.

This information shall be provided sufficiently in advance of the targeted implementation dates so that reasonable alternative proposals can be adequately considered and any concerns held by the Union can be communicated in a timely manner to Management.

- g. To utilize personnel, methods, and means in the most appropriate and efficient manner possible; and
- h. To determine the mission of the Department and the methods and means necessary to fulfill that mission.

### 3.2 **Review**

It is agreed and understood that the rights enumerated in Article 3.1 above, do not preclude an employee from seeking a review of the exercise of these rights in a particular case, as provided in Article 22, Grievance Procedure.

### 3.3 **Directional Documents**

In order to carry out its responsibilities, Management may promulgate and implement directional documents, which include policies, executive orders, instructional letters, manuals, and directives. Copies of all directional documents pertaining to working conditions shall be furnished to the Union. Directional documents pertaining to travel and per diem and disciplinary action shall remain unchanged during the term of this Agreement unless changes are required by statute or regulation or are mutually agreed to. If the parties cannot reach mutual agreement on the two aforementioned directional documents, either party may request that the matter be resolved by the State Personnel Resources Board in arbitration. Other directional documents affecting working conditions may be changed after reasonable notice and requested discussions with the Union.



## **Article 4 — Employee Rights**

### **4.1 Right to Representation**

Employees shall have the right to Union representation in all WSDOT investigative or audit interviews, Office of Equal Opportunity (OEO) interviews, discrimination complaint proceedings, and all meetings or interviews that the employee reasonably believes may result in disciplinary action to them. Representation may be obtained from either a shop steward or Union staff representative. Management will allow the employee and shop steward to confer before the interview or meeting. Employees who wish to be represented in such meetings by a Union staff representative shall be allowed up to three working days to obtain such representation.

The *OEO Desk Manual*, available at WSDOT organization offices, provides guidelines for the filing and processing of discrimination complaints. Employees accused of discrimination shall be notified that a complaint has been received by OEO and provided a copy of the complaint as referenced in the Discrimination Complaint Procedure chapter of the *OEO Desk Manual*.

### **4.2 Performance Evaluations**

Employees shall be evaluated on their performance at least once a year. The evaluation will be completed within 60 days following the employee's birth month. The Department will provide the Union with an annual report on the percentage of evaluations completed on time by each region and service center.

### **4.3 Employee Records — Official Files — Rebuttal Comments**

The Department maintains an official Personnel, Payroll, and in some cases, an official Safety and Health file on Department employees. The employees' official Personnel and Payroll files are located in the Regional Personnel and Accounting Offices or, in the case of Olympia Service Center employees, in the Human Resource and Payroll Offices. The Official Safety and Health file is located in the Olympia Service Center Safety Office. These official files shall be available, with sufficient notice, for review by the employee and/or representative when designated in writing. Employees may insert job related material in their personnel file that reflects favorably on their job performance or abilities. Any information in the Official Personnel file that the employee considers

objectionable may be discussed with Management and/or the employee may insert rebuttal comments. Copies of any job performance information that is placed in an employee's Official file shall be furnished to the affected employee.

#### **4.4 Public Disclosure of Employee Records**

Certain employee records are subject to release under the Public Disclosure Law (RCW 42.17). Upon receipt of a request for disclosure of employee records, the Department shall determine whether the requested records are subject to release under the Public Disclosure Law. If the Department concludes that the records are subject to public disclosure, Management shall give the employee an opportunity to examine the records that it intends to release and give the employee 14 calendar days to take action regarding the records and documents.

#### **4.5 Personnel Policies — Merit System Rules**

All personnel policies, rules, and guidance affecting employees in these units shall be set forth in writing and made available to the Union staff and employees. Current Merit System Rules shall be available for employee review at each Project Engineer Office, each physically separated major unit, each regional headquarters office, and each service center and division.

#### **4.6 Employee Advisory Service**

Permanent employees with drug, alcohol, or emotional conditions affecting their job performance shall normally be referred to the Employee's Advisory Service. No disciplinary action shall result from an employee seeking corrective treatment or enrolling in and pursuing a prescribed or approved treatment program.

#### **4.7 Picket Lines**

The Department shall attempt to assign other duties to those employees who choose not to cross a bona fide picket line established by another employee organization. If other duties are not readily available, the employee shall be placed on leave without pay.

#### **4.8 Disciplinary Actions**

- a. The parties agree that, in their respective roles, emphasis shall be placed on preventing situations requiring disciplinary action through effective employee-management relations.
- b. The primary objective of discipline shall be to obtain compliance with established rules of conduct, not merely to punish or penalize.
- c. Discipline and discharge shall be governed by the State Civil Service Law and Merit System Rules. If Management determines to bring disciplinary action against an employee as provided in Merit System Rule 356-34-010, the employee shall be apprised of the specified charges and his/her rights to Union representation and to appeal the action to the State Personnel Appeals Board.
- d. The off-duty activities of employees shall not be cause for disciplinary action unless said activities are a conflict of interest or are detrimental to the employee's work performance or the program or image of the agency.

### **Article 5 — Union Membership**

#### **5.1 Union Shop Requirements**

In recognition of the existing Union Shop as certified by the Department of Personnel under the authority of Merit System Rule 356-42-043, all employees within the bargaining units shall become members of the Union or exercise a right of nonassociation and arrange to pay to the Union a fee equivalent to the Union's regular monthly dues. Employees with bona fide religious objections may satisfy the Union Shop requirement by paying a Union Shop fee to the Union Shop representative, in accordance with MSR 356-42-043. The Union Shop requirement shall become effective on the first day of the month following the employee's initial 30 days in either bargaining unit. Permanent part-time employees may satisfy the Union Shop requirement by paying membership dues or Union Shop fees in proportion to the number of hours they are scheduled to work.

## **5.2 Payroll Deduction**

Management will provide for a payroll deduction from an employee's pay for Union dues upon written authorization by the employee. Payroll deduction authorization cards must be received by the employee's Payroll Officer by the 10th day of the month to be effective for that month. The employee may cancel or change the deduction of Union dues and benefits by filing written notice with the Department 30 days prior to the effective date of such cancellation. The employee shall also notify the Union's Seattle Office of such cancellation in accordance with MSR 356-42-050(3).

## **5.3 Notice of Union Shop Obligation**

At the time employees begin bargaining unit employment, the Department shall ensure that such employees complete a triplicate form which will set forth Union Shop obligations. One copy of the form shall be mailed to the Union office in Seattle by the Department. The second copy of the form shall be retained by the employee. The final form copy shall be retained by the Department. The Union shall hold the Department harmless for any back payments of dues owed by bargaining unit employees.

# **Article 6 — Union Activity**

## **6.1 Union Staff Visitations**

Union staff shall be admitted to the premises of the Department during working hours upon reasonable notice to the Project Engineer or equivalent level management. Such visitations shall be for the purpose of administering this Agreement. The Union agrees that such activities shall not interfere with the duties of an employee.

## **6.2 Union Business — Departmental Time**

Working hours shall not be used by employees or Union representatives for conduct of Union business except as provided within the Agreement. Employees shall not be paid for time spent in the conduct of any Union activity except as specifically authorized by the provisions of this Agreement. During non-work hours, and other occasions approved by the unit manager or designee, employees may use office equipment (i.e., telephone, fax, E-mail, etc.) to communicate with shop stewards and Union staff representatives.

### 6.3 **Shop Stewards**

- a. The parties share an interest in working together to resolve workplace problems at the lowest level possible. A key role of a shop steward is to cooperatively resolve workplace problems at the local level and to assist in preventing situations that may lead to discipline. Shop Stewards act as both a resource and an employee advocate. As a resource and an employee advocate, the shop steward communicates both with Management and employees.
- b. The Union may appoint a shop steward for each Project Engineer Office; each physically separated major unit; one steward per floor for the four floors of the Transportation Building; and up to two stewards for each regional headquarters office. One shop steward from the Transportation Building and each regional headquarters office may function as a chief steward who will serve as the focal point on Transportation Building or regional headquarters issues. Shop stewards shall represent all employees covered by this Agreement within the steward's designated areas. Only one steward will represent an employee in grievance hearings, pre-disciplinary meetings and other similar proceedings.
- c. Shop stewards shall ensure that the provisions of this Agreement are observed. Their role includes: investigating workplace concerns raised by employees or Management; working in a formal relationship with Project Engineers and other unit managers; acting as a resource regarding Merit System Rules, Department policies, etc.; using regular workplace opportunities to report to their membership (e.g., at safety meetings, etc.); and attending new employee orientation sessions. They shall be allowed reasonable time to perform the aforementioned duties during regular working hours and shall be permitted reasonable use of office equipment (i.e., telephone, copiers, fax, E-mail, etc.) in performing those duties.

### 6.4 **Joint Union-Management Training**

The parties agree to develop a joint, one-day Union-Management training program designed to assist shop stewards and project engineers or other unit managers in resolving workplace problems at the lowest possible level. The training session agenda will be mutually acceptable to the Union and the Department and will provide some opportunity for shop stewards to meet as a group. The training will be available to individuals on an

annual basis. The wages of the employees attending the training will be paid by the Department. The cost of the training consultant's time will be paid by the Union. No overtime will be paid to individuals attending this optional training.

#### **6.5 Notice to Supervisor**

Each shop steward shall report to the immediate supervisor or designee prior to the time of leaving work to perform shop steward functions set forth herein and shall also report on returning to the work assignment unless the prior consent of the shop stewards' supervisor not to so report has been obtained. When it is necessary for a shop steward to conduct Union business authorized by this Agreement in an area or on a shift other than the shop steward's own, the steward shall notify the supervisor of that area or shift of the steward's presence and of the nature of the steward's business. Management shall have the right to require the Union to refrain from excessive activities.

#### **6.6 Contract Orientation**

Management and the Union shall develop an Agreement orientation program. The orientation program shall be presented for shop stewards, Project Engineers, and unit supervisors. Compensation and expenses incidental to this training program will be governed by the same rules and regulations as may be applicable to any other agency training program. Bargaining unit employee participation shall be voluntary and no overtime will be payable.

### **Article 7 — Union-Management Relations**

#### **7.1 Purpose**

The purpose of this Article is to establish an orderly procedure for the review of matters appropriate for discussion between the parties, giving consideration to mutual problems pertaining to the bargaining units by bringing attention to causes or conditions which could bring about grievances or misunderstandings. The parties may discuss or recommend items for improved working conditions.

## 7.2 **Standing Committees**

To ensure that discussions are conducted at a level best suited to resolving and affecting solutions to appropriate issues, the following permanent committees will be utilized:

*Region Standing Committee:* In each region, the Union shall select up to 5 employees to serve on the Region Standing Committee. In addition, a Union staff representative and appropriate Management staff shall also serve on the Committee.

*Statewide Standing Committee:* The Committee shall consist of one employee chosen by the Union from each region as well as the Olympia Service Center, Union staff representatives, and Management staff.

## 7.3 **Frequency of Meetings**

Region Standing Committee meetings shall be held at times determined by the Union and Management spokespersons for these committees. The spokespersons shall identify their subcommittee members and may determine a schedule for the Region Standing Committee meetings. If a predetermined schedule is not agreed upon, either spokesperson may request that a Region Standing Committee meeting be held by submitting a written request containing a list of the items they wish to discuss. The Region Standing Committee shall discuss only those items on the agenda unless there is mutual agreement to discuss other items. Meetings shall not last more than one day without prior agreement of both parties. The parties agree to train their respective members on the principle of Interest Based Bargaining.

The Statewide Standing Committee shall meet only when the agreed upon agenda contains items of demonstrated multi-region concern. No later than March 1st of each year, the spokespersons for the Union and Management Subcommittees shall identify their subcommittee members and set a date for the annual Statewide Standing Committee meeting. Either spokesperson may request a second annual meeting by submitting a written request that contains a list of the issues they wish to discuss. The party receiving this request may add additional items to the agenda. Unless otherwise agreed, the Statewide Standing Committee shall discuss only those items on the agenda. Meetings shall not last more than 1 day without the prior written agreement of both parties. The Statewide Standing Committee shall use the principles of Interest Based Bargaining to seek consensus on issue related items.

#### 7.4 **Salary of Employee Participants**

Management agrees to pay Department employees participating as Union representatives in meetings and joint training of either the Region or Statewide Standing Committee their regular salary, provided that no overtime, per diem, or other payments will be authorized or paid to these employees as a result of participation or travel related to these meetings. The Union shall pay for meals and lodging for bargaining unit employees attending the Region and Statewide Standing Committee meetings. The Department will provide transportation to employees attending the Region Standing Committee meetings. Travel expenses for Union members attending Statewide Standing Committee meetings shall be borne by the Union. The spokespersons for the Union and Management subcommittees may agree to invite subject matter specialists to speak at either the Region and Statewide Standing Committee meetings. The Department shall pay the salary of agreed upon subject matter specialists who are Department employees.

#### 7.5 **Minutes**

Summary minutes will be taken of the meeting and consist of the topics discussed and disposition of each. Copies of the minutes shall be signed by the spokespersons for the Union and Management Subcommittees. These minutes shall be drafted at the meeting and be available for signature and distribution within 5 working days after such meeting.

#### 7.6 **Training Program Discussions**

The parties agree that a special Statewide Standing Committee meeting may be called annually for the exclusive purpose of discussing Department training programs. The purpose of this meeting shall be to review existing training programs and to issue recommendations concerning: program content, selection eligibility, opportunities to those completing programs, and program evaluation methods.

#### 7.7 **Other Joint Employee-Management Committees (Ref. RCW 41.06.540)**

*Joint Employee-Management Committee:* In addition to resolving misunderstandings and recommending items for improved working conditions, meaningful and effective involvement of employees and their representatives is essential to the efficient and effective delivery of services. A means to accomplish this shall be joint employee-



management committees to collaborate on the desired goals of streamlined organizational structures, continuous improvement in all systems and processes, empowerment of line level employees to solve workplace and system delivery problems, managers functioning as coaches and facilitators, and employee training and development as an investment in the future. The committees shall be used for improvement of the quality of work life for the employees resulting in more productive and efficient service delivery to the general public and customers of state government.

The Union shall select the employee committee members to serve on the joint employee-management committees. The actions of these committees shall not supplant any collective bargaining process or provision.

## **Article 8 — Classifications — Rates of Pay**

### **8.1 Job Descriptions**

Each position allocated to a classification included in these bargaining units, shall be identified by a position number and shall have current duties set forth on a Job Description (CQ). The Department will provide the Union with copies of CQs for all positions in classes covered by this Agreement for which the Department is requesting reallocation. The Department shall provide copies of other CQs upon request of the Union.

### **8.2 Communication — Classification Changes**

The Union and the Department shall communicate on any proposed classification, salary survey proposals, or work period designation changes affecting these bargaining units prior to publication of the State Personnel Resources Board 20-day Notice.

### **8.3 Temporary Upgrades**

- a. *Assigned Temporary Upgrade:* When an employee is assigned higher level work by their supervisor and it is expected that the assignment will last more than 15 consecutive work days, the affected employee will be notified in writing and compensated at the higher level. The Union's Seattle Office will be provided with a copy of the temporary upgrades upon request.

- b. *Working Out of Class: Temporary Upgrade.* If an employee believes that he/she has been assigned higher level work for more than 15 consecutive work days, he/she shall advise both Management and the Union in writing. If Management agrees that the employee has been working at a higher classification for more than 15 consecutive work days, the employee will be compensated for any continuing work at the higher classification. Back pay for such higher level work will not predate a maximum of 30 working days from the date written notification is received by Management.

#### 8.4 **Classification Review Requests**

Employees shall forward requests for reallocation to their supervisor with copies to their region Personnel Office (or WSDOT's Office of Human Resources) and the Union's Seattle Office. Supervisors shall process such requests within the time limits prescribed in the CQ instructions (DOT Form No. 732-570). Unit employees are encouraged to seek counsel from their supervisor, personnel office, and/or Union representative prior to initiating any such request.

#### 8.5 **Leave Status for Hearings**

An employee shall be granted miscellaneous leave to serve as an appellant in a Department initiated allocation appeal hearing or to serve as an appellant in a class study appeal hearing. Appellants shall be reimbursed for authorized travel and per diem expenses when attending such appeal hearings. An employee shall be granted vacation leave to serve as an appellant in an employee initiated allocation appeal hearing. The Department shall restore the vacation leave if the employee prevails in the appeal hearing.

#### 8.6 **In-Training Designations**

On the same date that an in-training proposal (directly impacting a bargaining unit classification) is transmitted to the Department's Office of Human Resources, the originator is to fax a copy of the proposal to the Union's Seattle Office as well as mail a hard copy. The Department's proposal will not be presented to the Department of Personnel for consideration until 10 working days after the date of the request to the Office of Human Resources with concurrent fax to the Union.

## **8.7 Recovery of Overpayments**

Should Management determine that an employee has received more compensation than that to which he or she is entitled, the Department shall recoup the overpayments by deducting a reasonable amount from the employee's payroll warrants until total recovery is made. The Department shall give notice to the employee of the impending reduction in pay and provide the employee with documentation supporting the overpayment determination at least 15 calendar days before the effective date of the action. During the 15-day notice period, the employee may provide Management with evidence or information refuting the determination that an overpayment occurred. Should the employee provide documentation refuting the overpayment, the Department shall hold its recovery efforts in abeyance until Management has had an opportunity to review the evidence or information provided. Upon completion of this review, the Department shall make a final determination and, if it continues to believe that an overpayment occurred, advise the employee of the impending reduction in pay. Employees who continue to disagree with the position taken by the Department may obtain a review by filing a written grievance with the Department within 15 working days of receipt of the final determination. Grievances filed in response to efforts to recover payments shall be initiated at Step 3 of the grievance procedure. Should the employee file a timely grievance, the Department shall hold its recovery efforts in abeyance until the grievance has been resolved. Once the amount of the overpayment is determined, whether by mutual agreement or resolution of a grievance, the Department shall recover the overpayment by deducting a reasonable amount from the employee's payroll warrants until total recovery is made. The amount deducted each month shall not exceed 5 percent of the employee's gross monthly salary unless the employee agrees to a higher amount. If a substantial hardship exists, a deduction of less than 5 percent will be considered.

## **8.8 Assignment Pay — Bridge Painting Inspection**

The Department will provide assignment pay to bridge painting inspectors in accordance with reference #14 in the Compensation Plan Appendix. Employees shall receive their basic salary plus four ranges for all hours worked inspecting bridge painting at heights from which the employee could fall 30 feet or more.

## **Article 9 — Hours of Work**

### **9.1 General**

The parties agree that employees shall be assigned work and compensated for such work in accordance with Chapter 15 of the Merit System Rules.

### **9.2 Work Schedules**

Management shall schedule the work days/hours of their scheduled work period employees. Work schedules for all employees indicating the work day and work hours shall be posted on bulletin boards within the organizational unit. If the Department changes a scheduled work period employee's assigned days/hours without giving them at least 7 days notice of the change, the employee shall be entitled to penalty pay as provided in MSR 356-15-090(2). An employee shall not be obligated to waive penalty pay.

### **9.3 Employee Requested Schedule Change**

Employees may request to change their work schedules in accordance with MSR 356-15-090(3). Such requests may be approved irrespective of the 7-day notice requirement. If a written alternate work schedule request is denied, management will provide the employee with the reasons in writing. The Department is not obligated to pay overtime due to a change in work schedule when such work schedule is in response to a request from the employee.

### **9.4 Standard Work Period**

All bargaining unit employees shall be assigned a scheduled work shift and each work shift shall have a regular starting and ending time. A full-time employee has a right to work 40 hours in their scheduled work week as per MSR 356-15-090.

### **9.5 Schedule Variations**

Scheduled work period employees may be required to work other than scheduled work periods. These variably scheduled hours of work shall not span more than 12 hours. The convenience of the employee shall be considered. A written notice shall be given to individually impacted employees with a copy to the Union.

## **9.6 Lunch Periods**

References to consecutive hours of work shall be construed to exclude lunch periods. In cases where employees must continue their work assignments during lunch, such lunch period shall be counted as time worked. Approval for working during regular lunch period shall be at the discretion of the supervisor.

## **9.7 Rest Periods**

Employees shall be allowed a 15-minute rest period during each one-half shift which will normally be allowed at or near the middle of each one-half shift. When it is anticipated that an employee will be required to work continuously for more than two hours beyond the regular quitting time, the employee shall be allowed a 15-minute rest period.

## **9.8 Cleanup Time**

When necessary, employees shall be allowed cleanup time during work hours.

## **9.9 Assigned Work Travel-Exception**

Assigned work travel shall be considered time worked unless such travel is at the convenience of the employee. Travel time beyond scheduled working hours associated with a training course or seminar shall be considered time worked unless the employee is specifically advised the training is not mandatory.

# **Article 10 — Overtime**

## **10.1 Overtime Report**

Upon request, the Department will provide to the Union a report of overtime hours worked for each organizational unit.

## **10.2 Assignment of Overtime**

Whenever necessary, Management may require employees to work overtime. The assignment of overtime shall be made with due regard for the welfare, health, and safety of the employees. Employees shall not be required to work in excess of 16 hours in any 24 hour period except in an extreme emergency. After working 16 consecutive hours

(meal and rest breaks notwithstanding), employees shall be allowed a rest period of at least eight hours off. If the eight hours off overlap the employee's regularly scheduled shift, up to four hours of such an overlap may be a paid reassignment to home for resting purposes. Granting of such paid reassignment shall not be unreasonably withheld.

### **10.3 Selection of Employees to Work Overtime**

On each occasion where the need to work overtime occurs, the appropriate supervisor shall determine the number of employees within the organizational unit needed to work. Eligibility for overtime for employees shall be based on the employee's designated area of operation, classification, and skill (such as inspecting, survey, etc.) necessary to perform the required work activity. Supervisors shall make a reasonable effort to assign overtime on a rotational basis within these guidelines.

### **10.4 Overtime Compensation**

Overtime shall be paid in cash or compensatory time at the rates and for the circumstances as set forth in the Merit System Rules. Overtime hours will be recorded into the WSDOT payroll system. The use of informal overtime and compensatory time accounting records will not be allowed. Employees shall not receive overtime for meal periods.

### **10.5 Compensatory Time In Lieu of Cash**

Employees, at their option may accrue compensatory leave in lieu of cash payment for overtime. An employee's compensatory leave balance shall not exceed 240 hours. Employees shall be allowed to exhaust their accrued compensatory leave during slack work periods of employment determined by Management or at other times mutually agreeable to both the employee and Management. Employees who choose not to use their accrued compensatory leave during these periods shall be paid for their accrued compensatory leave at the end of each biennium (June 30 of each odd numbered year).

### **10.6 Compensation Payments**

Overtime shall be computed to the nearest half hour each time it is worked. Overtime is to be paid to the employee normally by the 10th, but no later than the 25th of the month following the month in which it is accrued.

## 10.7 **Temporary Employees**

Temporary exempt employees shall not be assigned to work overtime on a weekend, holiday, or double shift while qualified permanent employees within the same classification are readily available and willing to work.

## 10.8 **Call Back — Pre-Shift/Post-Shift**

When an employee is called while in a non-work status to either return to work after the work shift ends or to change the starting time of his/her next scheduled work shift, MSR 356-15-040 and 100 shall control.

## 10.9 **Call Back — Scheduled Day Off**

If an employee who is assigned to work on a regularly scheduled day off, or on a holiday, is not notified of the assignment by the end of the second work day preceding the day off or holiday, the employee shall be entitled to penalty pay in accordance with MSR 356-15-110.

# **Article 11 — Work Assignments**

## 11.1 Definitions used in this Article are as follows:

- a. *Permanent Work Station:* The location identified by the Department facility address at which the employee performs work assignments on a continuing basis.
- b. *Temporary Work Station:* The location geographically separated from an employee's permanent work station which is designated by the Department as the location at or from which an employee may perform duties at a work site on a temporary basis.
- c. *Work Site:* The location at which an employee performs assigned duties.
- d. *Permanent Residence:* The location identified by a street or mailing address where an employee maintains residence on a continuing basis.

## **11.2 Permanent Work Stations — Assignment — Location**

Each employee will be assigned to a permanent work station. Permanent work stations shall be located within a 20-mile radius of available adequate housing and educational facilities up to and including high school.

## **11.3 Permanent Work Station — Reassignment**

The Department may assign employees from one permanent work station to another permanent work station provided the commuting distance between the employee's permanent residence and the new permanent work station does not add more than 20 miles (one way) to the employees' commute between the permanent residence and the present permanent work station, and does not result in a one way commute of more than 35 miles. The Department shall incur no obligation for any expense which may be incurred by the employee due to such reassignment. The employee shall receive reasonable advance notification of such permanent work station changes. The Department agrees that no employee will be transferred between regions or between the Olympia Service Center and a region, more often than once in a 24-month period without the employee's concurrence.

## **11.4 Relocation Benefits — Employee Options**

In cases where the Department has a need to reassign an employee to a new permanent work station that would add more than 20 miles (one way) to the employee's previous commute between the permanent residence and permanent duty station or results in a one-way commute of more than 35 miles, the following shall be observed: (1) affected employees may elect to exercise available transfer, promotion, demotion, reduction-in-force options; (2) Management will bear the allowable costs of moving their household goods to a new permanent residence within the vicinity of the new permanent work station provided the move takes place after the formal notice of the office relocation and no later than 18 months after the relocation; and (3) such employees will also receive per diem in accordance with this Agreement. Prior to reassigning a group of employees to a new permanent work station as described above, the Union shall be notified and a meeting convened if requested by either party. Where requested by the Union, the Department will survey and compile a listing of available housing in the vicinity of the new permanent work station.



#### **11.5 Temporary Work Stations — Assignment — Location**

Employees may be reassigned to temporary work stations within the guidelines of this Agreement. Temporary work stations shall be located within a 20-mile radius of adequate Department provided or commercial lodging and meal facilities and should be located as close to the work site as local conditions permit. Such Department provided or commercial facility may be designated as the temporary work station.

#### **11.6 Temporary Work Stations — Travel — Non-Paid Time**

Employees assigned to a temporary work station may be allowed to commute daily from their permanent residence on their own time. Employees who do so will be furnished transportation or reimbursed for allowable mileage and per diem up to but not exceeding the per diem they would have been entitled to had they stayed in a commercial facility.

#### **11.7 Temporary Work Stations — Travel — Paid Time**

- a. The Department may require that employees on temporary duty commute to and from their permanent residence or permanent work station, whichever is closer, on paid time if the resulting expenses would be less than the per diem expenses incurred at a commercial facility.
- b. Travel between the employee's permanent residence and the temporary work station shall be considered time worked to the extent that it exceeds normal home-to-work travel time, is outside normal work hours, and does not exceed the shortest reasonable means for the employee to reach and return from the temporary work station.

#### **11.8 Temporary Work Stations — Travel on Intervening Weekends**

Employees who are required to report to a temporary work station while on travel status shall be allowed to return to the permanent work station at the end of each work week. If working conditions permit, the Department will allow up to three hours of travel during normal working hours on the first and last day of the workweek. If working conditions do not permit an early departure from work, the Department will pay up to two hours of overtime at the rate of time-and-one-half for travel outside the employee's assigned shift. A combination of either of the above alternatives shall not exceed three hours at the straight time rate. The transportation costs and amount paid to the employees in overtime

wages and per diem for such travel shall in no case exceed the amount which the employee or crew would have received had they remained at the temporary residence on per diem.

#### **11.9 Selection of Employees for Temporary Duty**

The Department agrees that when it becomes necessary to assign employees to a temporary work station, Management will first attempt to fill the assignments through the use of volunteers having the appropriate classification(s) and skill (such as inspection, survey, etc.) necessary to perform the required work activity. If this is impossible, the Department agrees to make the assignments on a rotational basis, using the criteria stated in this section.

#### **11.10 Notice of Overnight Temporary Duty Assignments**

Except in cases of emergency, the Department shall provide a minimum of seven calendar days notice to employees of overnight temporary work assignments, unless the employee(s) agree to less notice. Employees will be advised of the actual reporting date as soon thereafter as possible.

#### **11.11 Transportation — Meals and Lodging**

Employees assigned to temporary work stations overnight shall have Department provided transportation available for reasonable travel associated with meals and lodging.

#### **11.12 Project Employment — Return Rights**

Permanent employees who accept appointments to project positions shall have the right, at the conclusion of the project appointment, to return to a vacant position in their former classification located within the local layoff unit to which the employee was assigned prior to accepting the project appointment. If a vacant position is unavailable, the employee shall engage in a seniority competition with the least senior incumbent in the local layoff unit holding status in the employee's former classification. If, as the result of this competition, the employee does not have an opportunity to return to his/her former classification, a seniority competition will be held with the least senior incumbent in the local layoff unit in the next lower class in which the employee has held permanent status.

If these steps do not result in an opportunity (as delineated in the Department's RIF procedure), the employee's layoff unit will expand to include all positions in the employee's former region-wide or Olympia Service Center-wide layoff unit.

#### **11.13 Employee Development**

The parties recognize the need for employee development as well as the efficient and effective delivery of the program. Therefore, managers shall first take into consideration the use of qualified permanent employees for temporary or project positions before seeking to fill a position from an outside source. Though this shall be the preferred method of filling positions, such consideration is not intended to require such formal processes as building transfer registers, but rather to encourage deliberations by a manager of all available staffing options.

### **Article 12 — Travel and Transportation**

#### **12.1 Transportation Furnished**

The Department shall furnish transportation for all travel from the permanent work station to the work site and from the work site to the permanent work station; from the permanent work station to the temporary work station and from the temporary work station to the permanent work station; and from the temporary work station to the work site and from the work site to the temporary work station.

#### **12.2 Travel — Permanent Residence — Permanent and Temporary Work Stations**

- a. Travel between an employee's permanent residence and the employee's permanent work station, or travel time between the temporary residence and the temporary work station, shall be the employee's responsibility.
- b. Travel assigned by Management from the permanent work station to a temporary work station, from a temporary work station to a permanent work station, from a temporary work station to a temporary work station or from the work station to the work site and return shall be counted as time worked.

- c. Travel time to the temporary work station from the permanent work station and to the permanent work station from the temporary work station on the first and concluding day of the temporary work station assignment shall be considered time worked.

*Note:* See Article 11.8 for travel on intervening weekends.

### **12.3 Continual Travel — Return Rights**

Employees assigned duties requiring continual travel away from their permanent work station shall be so advised prior to their selection to fill such positions. Employees who are assigned duties requiring continual travel, shall be provided the opportunity to return to the permanent work station each week. Travel time for such returns shall be considered time worked.

### **12.4 Authorized Expenses — Permanent Work Station and Residence**

If an employee's permanent residence is not located within the locality of his/her permanent work station, travel expense when authorized shall be allowed from the permanent work station or permanent residence whichever is less.

### **12.5 Holidays — Return**

When a holiday occurs on Tuesday, Wednesday, or Thursday, employees on temporary duty overnight may elect to remain at the temporary work station and receive per diem. If the employee elects to return home for the holiday, travel to and from shall be on state time not to exceed 2 hours outside a single shift. In this event, the Department shall provide transportation.

### **12.6 Illness or Injury During Travel**

Whenever an employee in travel status takes leave because of becoming incapacitated due to illness or injury, reimbursement for subsistence and lodging shall continue. The Department shall transport the employee to the employee's permanent residence, or to a hospital if the employee's continued welfare is in jeopardy.

## 12.7 **Official Use of Private Vehicles**

The use of an employee's private vehicle in the performance of Department business must be approved in advance in order to be compensable. Employees assigned duties requiring official use of private vehicles shall be so advised prior to their selection to fill such positions. Reimbursement for mileage traveled in private vehicles shall be at the appropriate rate allowable by the Office of Financial Management (OFM).

## **Article 13 — Travel and Per Diem**

### 13.1 **Eligibility Requirements**

For the purpose of this Agreement, an employee shall be in travel status when he/she is assigned duties beyond a radius of 30 miles of the employee's permanent work station and permanent residence. Employees in travel status are eligible to receive reimbursement for travel and per diem expenses only when the number of hours in travel status before and/or after the regularly scheduled working hours of any day, total three or more.

Employees in travel status shall be reimbursed for meals as follows:

*Breakfast:* Employees who are in travel status for one and one-half hours or more prior to the start of their scheduled work shift shall be eligible for a breakfast allowance as prescribed in the Department's Travel and Per Diem Directive.

*Lunch:* Employees who are in travel status during their normal lunch period and remain in travel status for three or more hours before and/or after their scheduled work shift shall be eligible for a luncheon allowance as prescribed in the Department's Travel and Per Diem Directive.

*Dinner:* Employees who are in travel status for one and one-half hours or more beyond the end of their scheduled work shift shall be eligible for a dinner allowance as prescribed in the Department's Travel and Per Diem Directive.

### **13.2 Overnight Travel Allowance**

While in travel status overnight, employees will receive per diem allowances authorized by the Office of Financial Management (OFM), except where the Department provides adequate lodging and/or meal facilities at no cost to the employee. Employees may request that Management make such arrangements in lieu of receiving the standard per diem allowance.

### **13.3 Reimbursement for Meals at Official Functions**

Employees attending a required function that is held outside the vicinity of the employee's permanent work station or permanent residence may be reimbursed for the cost of their meal even though the employee was not in travel status for three hours before and/or after their scheduled work shift.

### **13.4 Per Diem Advances**

Warrants for per diem allowances shall be issued in advance at the request of the employee in accordance with Department procedures. The advance may cover a period not to exceed 30 days.

### **13.5 Approval for Overnight Per Diem**

Employees, who would be in travel status by the time they returned to their permanent work station, may elect to accept per diem allowances rather than return to their permanent work station, upon approval of their immediate supervisor.

### **13.6 Per Diem Allowance Following Relocation**

Employees, who accept a promotion or transfer to a new permanent work station per Article 11.4, shall be eligible for the standard per diem allowance authorized by the Office of Financial Management and this Agreement during the period in which they are actively seeking a new permanent residence in the vicinity of the new work location. The authorized maximum of 60 days per diem from the reporting date of the new assignment may be waived by an employee seeking to transfer for reasons of personal convenience. The maximum may not be required, nor should it be expected in each instance. For purposes of per diem only, the employee during this period is considered assigned to

temporary duty, the official change of station date notwithstanding. If the standard per diem amounts or guidelines are revised, they shall automatically be applied to employees covered by this contract.

## **Article 14 — Promotions**

### **14.1 Exam Announcements**

All exam announcements issued by the state Department of Personnel which are received by a region personnel office or by the Office of Human Resources, shall be made available and posted in a timely manner in all Project Engineer Offices and physically separate facilities. It shall be the employee's responsibility to review posted exam announcements. No employee shall remove an exam announcement until after the closing date.

### **14.2 Position Status**

It is the policy of the Department to fill vacancies within the bargaining units as soon as practical under established Civil Service procedures. Quarterly, the Department will provide to the Union a printout by organizational code showing filled and unfilled positions in the bargaining units. Upon request, the Department will provide the Union and/or employee with information on the status of individual positions.

### **14.3 Referrals — Interviews**

All promotional candidates within the bargaining units that are certified to a position within the Department shall be notified of their referral, interviewed, and advised of the result. Miscellaneous leave shall be granted to employees attending interviews within state service. Employees interviewing as promotional candidates for positions within the Department shall be reimbursed for authorized travel and per diem expenses.

### **14.4 Trial Service**

Employees who are promoted, demoted, or appointed from the promotional register shall, in accordance with MSR 356-30-305, serve a trial service period. Employees who fail to satisfactorily complete this trial service period shall be reverted to their former class in accordance with MSR 356-30-320.

#### **14.5 Local Area Certification**

The Department shall communicate with the Union prior to proposing any changes to the Local Area certification process.

#### **14.6 Promotional Evaluations**

The Department shall ensure that supervisors utilize standardized forms and procedures prescribed by the Department of Personnel when completing a promotional evaluation of subordinate employees. The Department will provide training to supervisors responsible for completing these evaluations.

#### **14.7 Selective Certification Requests**

The Union shall be notified of Department requests to the Department of Personnel to selectively certify eligibles from the bargaining units concurrently with submission to the Department of Personnel.

### **Article 15 — Transfers**

#### **15.1 Notice of Transfer Activity**

The Department shall advise the Union when substantial numbers of employees are being transferred within a region. Such notifications shall be made prior to implementation of the transfers to allow for discussion of employee concerns, including safe and secure parking, and possible alternatives.

#### **15.2 Transfer Requests**

Employees desiring to transfer shall initiate a request on forms provided by the Department. Such employees shall be listed on the Department's voluntary transfer file based on classification and geographic availability.

Employees transferring at the request or convenience of the Department to a new permanent work station that would add more than 20 miles (one way) to the employee's previous commute between the permanent residence and permanent duty station or results in a one way commute of more than 35 miles shall be eligible for reimbursement of the allowable costs of moving their household goods to a new permanent residence within the vicinity of the new permanent work station.



### **15.3 Transfer Requests — Hardship**

Employees wishing to transfer for reasons of personal hardship shall submit their transfer request, along with a letter explaining the nature of the hardship, to the appropriate Regional Administrator/Assistant Secretary/Division Director. A written response to such requests shall be provided.

### **15.4 Transfer — Interviews**

Miscellaneous leave with pay shall be granted an employee to attend an interview as a transfer candidate for a position in State service. Employees interviewing as transfer candidates for positions within the Department shall be reimbursed for authorized travel and per diem expenses.

## **Article 16 — Education and Training**

### **16.1 General**

The parties agree that employee growth and development is a shared responsibility. Each employee is responsible for utilizing training and educational opportunities for the self-development effort needed to achieve personal goals. Management shall be responsible for encouraging and assisting employee development by providing an appropriate training climate in order that employees can stay abreast of current technological developments in their field and prepare themselves for career advancement.

### **16.2 Publicity of Opportunities**

Scheduled training shall be available for review on the Schedule Menu of the Department's Automated Training Management System (ATMS). The training catalog is available through ATMS and may also be accessed on the Staff Development Homepage on the Internet.

### **16.3 Retirement Orientation**

Whenever practicable, employees may attend state sponsored orientation relating to retirement. Attendance shall be voluntary and employees approaching retirement may attend during working hours with no loss in pay or benefits.

#### **16.4 Tuition Reimbursement**

A tuition reimbursement program is outlined in the Department's Tuition Reimbursement Policy. The program is supported by both Management and the Union. Both parties agree to make a concerted effort to obtain continued funding of the program. The program is designed to provide financial assistance to employees pursuing educational opportunities during non-work hours. Interested employees should contact their supervisor.

In lieu of tuition reimbursement, employees wishing to continue their off-hours education are encouraged to enroll in community colleges or universities where tuition waivers are available.

#### **16.5 Technological Change — Notice**

As the Department perceives the need to phase in technological improvements which impact employee's duties, the Department agrees to consult with the Union early in the planning for such technological change in order to define, plan, and implement retraining to minimize the impact on affected employees.

#### **16.6 Training Matrix Committees**

Training Matrix Committees, composed of subject matter experts in various career fields, shall periodically review curriculum on each Training Matrix and recommend changes where appropriate. The Union may select an employee to serve on the Engineering and Planning Matrix Committees. The Department will notify the Union of major changes to training matrices affecting bargaining unit employees. As authorized in the Department's Training Policy, employees may, with their supervisor's approval, attend training classes outside their Training Matrix.

#### **16.7 Support Toward Attainment of EIT and PE Credentials**

The Department agrees to continue to extend its encouragement and support to employees pursuing their EIT certificate and/or PE license in the following ways:

- a. The Department will continue to work with the State Board for Community Colleges to offer extensive, EIT exam preparation programs in those locations where the student population reasonably supports such a program.

- b. The Department will continue to offer asset testing and guidance on qualifying for licensure to employees who are interested in an intensive, EIT exam preparation program.
- c. The Department will continue to support video, correspondence and classroom refresher courses to prepare qualified staff for the EIT and/or PE exam(s).
- d. The Department will post and circulate information about the availability of intensive EIT exam and refresher EIT/PE exam training.
- e. The Department agrees that supervisors will consider alternate work schedules to permit employees to attend EIT/PE exam-related training and education courses. Such requests will be considered to be voluntary thus eliminating any schedule change penalty pay.
- f. If an employee has an approved tuition reimbursement request and a Department mandated work schedule change directly causes that employee to lose all or part of their tuition, the Department shall reimburse the employee for any lost tuition not refunded by the educational institution.
- g. An engineering education and training advisory committee is to be established, which will meet annually to review such training efforts and discuss possible improvements. This committee will be made up of three Union representatives and three Management representatives.

## **Article 17 — Examinations**

### **17.1 Exam Announcements**

The Union's Seattle Office will be provided copies of Department requested exam announcements for classes covered by this Agreement as well as the class of Transportation Engineer 4.

### **17.2 Study Material**

The Department shall make *Field Tables, Design, and Construction Manuals* and *Specifications* available for use by employees preparing for state examinations.

### **17.3 Scores — Availability**

Shortly after the Department of Personnel has scored a promotional examination for classifications covered by this Agreement as well as the classes of Transportation Engineer 4, Transportation Technical Engineer 5, and Transportation Planning Specialist 4, the Department is to request a ranking of the candidates and will make a ranked list available to affected bargaining unit employees by posting it in the workplace. For such recruitments which are open on a continuous basis, the Department will obtain and post an updated ranking each quarter.

### **17.4 Leave and Travel Status**

Employees who take examinations for State Civil Service positions or professional licensing exams required for career development shall be placed on miscellaneous leave with pay. Employees taking exams for positions within the Department shall be reimbursed for authorized travel and per diem expenses.

## **Article 18 — Safety**

### **18.1 Purpose — Statutory Compliance — Hazardous Assignments**

- a. The Union and Management will cooperate in the endeavor to maintain and promote safe and nonhazardous working conditions, a safe and healthful work environment, and encourage employees to work in a safe manner. Employees shall not be required to work in a condition, location, or assignment which would constitute a hazard to the employee's life or health. Employees shall have the right to refuse such hazardous assignments.
- b. When requested by an employee or shop steward, local Management will be available without unreasonable delay to discuss with the appropriate parties any allegation of hazardous or unsafe working conditions. Questions regarding unsafe or hazardous working conditions may also be referred to the Region Safety Officer. Should safety issues remain unresolved after discussions with local Management and the Region Safety Officer, any party may refer it to the Region Standing Committee for discussion and possible resolution.

## 18.2 **Roadway Work**

The Department's highest priority is to provide for the safety of workers and the traveling public in roadway work zones. The Department is committed at all levels of the organization to support work zone safety. Work zone safety is the responsibility of all Department employees and shall be facilitated by improved communication and coordination among the varied disciplines and offices of the Department. The Department, through the Work Zone Safety Task Force, will continue to update procedures and requirements and will monitor the implementation of safety practices and measure their effectiveness. Crews performing their duties in a roadway work zone shall follow work zone procedures appropriate for the work situation to protect the crew from danger of vehicles. The Department will provide appropriate equipment and work force to accomplish the work zone safety requirements. The *Manual of Uniform Traffic Control Devices* (MUTCD) has been adopted by WSDOT as the legal standard for traffic control. The MUTCD, approved traffic control plans, and the *Work Zone Traffic Control Guidelines* (M 54-44) are to be used for traffic control standards in the work zone.

## 18.3 **Vehicle Safety**

Equipment used by the Department to transport employees to the work site, or otherwise used to perform duties, shall be in good repair. Drivers of vehicles or employees responsible for said equipment, shall report to immediate supervisors any needed repair, adjustment or replacement of inoperative or faulty equipment. Any such reports shall be immediately investigated by said supervisor. If the equipment is found to be hazardous, said supervisor shall remove the equipment from use.

## 18.4 **Safety Equipment**

Management shall furnish and maintain necessary safety equipment and required safety apparel. Coveralls shall be furnished to employees while performing asphalt plant inspection. White coveralls shall be furnished to all employees performing night work in the field. Whenever rain gear is worn during the hours of darkness, white or yellow rain gear shall be provided.

## **18.5 Accident Reviews**

The Department shall review employee accidents to determine whether accidents were preventable and to avoid reoccurrences of similar accidents in the future. Results of this review will be provided to the employee. Employees involved in what is determined to be a preventable accident may appeal that finding to the board or committee established by the Department to hear such appeals. A bargaining unit employee, selected by the Union, shall serve as a voting member of such boards or committees. A copy of the board/committee's written decision shall be provided to the employee. The decision, as well as other records pertaining to the accident, shall be kept in an accident file maintained by the Region Safety Office or, in the case of Olympia Service Center employees, in the Olympia Service Center Safety Office. Should an accident result in corrective action being taken against an employee, a copy of the corrective action shall be placed in the employee's official personnel file.

## **Article 19 — Vacations**

### **19.1 Requests — Denials in Writing — Order of Granting**

- a. Management agrees that an employee's request to take accrued vacation leave shall normally be honored provided that it would not interfere with the normal work load requirements and schedules. If Management denies the request, the employee shall be furnished the reasons in writing.
- b. In circumstances where several employees request vacation leave for the same period, and all requests may not be honored, employees who first requested their vacation schedule shall be honored first and others in the order requests were made. In cases of simultaneous requests, the order of vacation schedules shall be determined by seniority.

### **19.2 Accrual — Forfeiture — Extensions**

Vacation leave may be accrued to a maximum of 30 days (240 hours). Employees, however, may voluntarily exceed this limit provided that they use all vacation leave in excess of 30 days prior to their anniversary date. Excess vacation leave accrued in this manner must be used at a time that is convenient to the Department. Additional

information on vacation leave accrual is available in MSR 356-18-090 and 095 and the Leave Chapter of the Department's Human Resource Desk Manual. Vacations approved prior to notification of transfer will be honored for employees who transfer involuntarily or due to seasonal workloads.

## **Article 20 — Reduction-In-Force**

### **20.1 General**

Reduction-In-Force will be administered in accordance with Merit System Rule 356-30-330 Reduction-In-Force Rules - Reasons, Regulations-Procedure and the Reduction-In-Force Chapter of the Department's Human Resource Desk Manual.

### **20.2 Notice of Reduction-In-Force Actions**

The Department agrees to notify the Union of any impending reduction-in-force prior to implementation. Except in emergencies, the Department shall notify the Union of major reduction-in-force actions at least 30 days prior to implementation.

### **20.3 Revisions to Reduction-In-Force Procedure**

The Department agrees that it will institute no changes in the Reduction-In-Force Procedure without first meeting with the Union to reach mutual agreement sufficiently in advance of targeted implementation dates. Failing agreement, either party may take the dispute to the Director of the Department of Personnel for resolution.

## **Article 21 — General Conditions**

### **21.1 Protective Clothing**

The Department shall provide protective clothing for use by employees working under conditions which may be unduly damaging to personal clothing.

### **21.2 Avalanche Control Clothing/Equipment Allowance**

The Department shall provide an annual clothing/equipment allowance to its avalanche control employees. The allowance will be adjusted (from its 1997 level of \$804.21 per season) in accordance with the Consumer Price Index for Seattle.

### 21.3 **Specialized Equipment**

The Department will continue to provide the specialized equipment and consumable items (i.e., pens, pencils, and paper) necessary to perform assigned duties. Upon request of the employee, the employer will provide a reflective, florescent orange surveyor-type vest to engineering staff who are regularly assigned work in the field.

### 21.4 **Car Pooling**

The Department and the Union are working together to meet the requirements of the Commute Trip Reduction Law. Together the parties encourage employees to travel to work using alternative modes of transportation including: public transportation, van pools or private car pools, bicycles, and walking.

### 21.5 **Parking**

Parking will be provided to employees in accordance with the State Agency Commute Trip Reduction Program Law (RCW 43.01.225) and the Department's Parking Management Policy. If there are fewer parking spaces available at a particular work site than there are employees who desire a spot, the work site will develop a parking program, using an equitable distribution method, that meets the requirements of the law.

### 21.6 **Disability Separation**

The Department shall furnish the Union with a copy of notices of disability separations. The Department will endeavor to place disabled employees in alternative assignments or classifications for which they qualify.

### 21.7 **Participation in Rescue Activities**

Employees with specialized skills and expertise shall be allowed miscellaneous leave to participate in recognized land, sea, or air activities, provided that the employee's participation is requested in writing by a recognized law enforcement or National Defense Agency. Provided further, that such miscellaneous leave shall be limited to 80 working hours per calendar year.



## **21.8 Voluntary Activities**

Employees who wish to engage in voluntary activities that support the Department's mission may submit a request for miscellaneous leave to their approving authority. One week notice may be required by the supervisor. Approval is at the discretion of Management.

## **21.9 Employment and Assignment of Relatives and Household Members**

Management shall avoid placing related employees in a supervisory/subordinate relationship. Rules governing the employment and assignment of relatives and household members are contained in Employment of Relative Chapter of the Department's Human Resource Desk Manual.

# **Article 22 — Grievance Procedure**

## **22.1 Grievance Defined**

A grievance is defined as an alleged misapplication or violation of the state Civil Service Law, Merit System Rules, the contract articles of this Agreement, or those written Department Directional Documents pertaining to Personnel. When a grievance is filed into Step 1, the grievant should take care to specifically and thoroughly identify the alleged misapplication or violation as well as the remedy sought. To accomplish this, it is recommended that the employee use the Employee Grievance Form.

## **22.2 Access to Grievance Procedure**

Any aggrieved employee or group of individually identified aggrieved employees may personally, or with the assistance of a representative, seek relief through this grievance procedure. Employees other than permanent shall not have access to the grievance procedure for matters pertaining to disciplinary action.

## **22.3 Protection**

In the presentation of grievances at all levels, employees shall be safe from restraint, interference, discrimination, or reprisal.

#### **22.4 Presentation of Grievances**

Grievances may be presented in person or with the assistance of other representatives of the employee's own choosing, provided that any settlement reached is not inconsistent with the provisions of this Agreement and the exclusive bargaining representative is given an opportunity to review such adjustments and that the grievance has been properly filed and adjudicated, according to the established procedure as set forth in this Article.

#### **22.5 Representation**

The Union, as exclusive representative, is considered as the primary representative of employees in grievance matters and has the right in a grievance to designate the person who shall represent the employee on behalf of the Union. However, an employee may be self-represented or select a representative outside the Union. Neither the Department nor the Union shall be held liable for costs of such outside representation. The Union shall be considered an interested party to the proceedings in the event it is not requested to represent the employee.

#### **22.6 Hearings on Department Time**

When possible, all grievances shall be heard on Department time.

#### **22.7 Time Limitations**

The parties agree that the time limitations provided in this Article are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless an extension of time is mutually agreed to in writing. A grievance shall be considered dropped when the employee fails to comply with specified time limitations. Failure by the Department to comply with any time limitations as provided in this Article shall constitute a right of the employee to proceed to the next step without waiting for the Department to comply.

#### **22.8 Grievances Over Disciplinary Actions**

The Union, Management, and the employees under this Agreement agree to utilize the grievance procedure as set forth in this Agreement prior to submitting a grievance to the Washington State Personnel Resources Board, except grievances concerning demotions,

reductions in salary, discharge, suspension, probationary dismissals, and trial service reversions shall be heard only at Step 2 of this grievance procedure. In the area of disciplinary appeals as provided for by the Merit System Rules, if an employee files an appeal as provided under the Merit System Rules, the employee may request a grievance hearing simultaneous to the filing of such appeal. Use of the grievance procedure in a disciplinary action shall not void the right or obligation of employees to appeal in a timely manner to the state Personnel Appeals Board. Employees who file a rule violation appeal with the state Personnel Appeals Board shall not have access to this procedure to file a grievance over the same subject matter.

#### **22.9 Limitations On Arbitrator's Authority**

If a grievance is pursued to arbitration, the arbitration board or arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any supplement thereto, or add to, subtract from, or modify any arbitration submission agreed to by the parties to this Agreement.

#### **22.10 Exclusivity**

The grievance procedure provided below shall be the only grievance procedure available for employees of these units.

#### **22.11 Resolution**

It is the desire and intent of the parties, through the following grievance procedure, to provide an orderly and timely adjudication of personal grievances and misunderstandings at the lowest possible level. Within this spirit, the following procedure is not to substitute for or in any manner inhibit open communication between the employee and supervision.

#### **22.12 Verbal Presentation of Grievances**

Prior to initiating a formal grievance as set forth in paragraph 22.14, the employee shall first discuss the grievance with the immediate supervisor and allow the supervisor at least one working day to attempt to informally bring about a resolution of the grievance. The employee may elect to have a shop steward present. The right to file a timely grievance shall not be prejudiced by the employee's and/or immediate supervisor's attempts to informally resolve the grievance.

### **22.13 Filing Deadline**

A grievance must be filed within 15 working days after the employee could reasonably be expected to have knowledge of the action giving rise to the grievance but in no case later than 60 calendar days after the incident occurred. Management may require the employee to be present at all hearings under this Agreement's grievance procedure, however, in the case of an individual employee grievance, nothing in this Article shall preclude a grievant from being present. In group grievances, up to three members of the group may appear. A grievance must be filed in writing and must include the information required in Section 14a of this Article.

### **22.14 Step One — Supervisor (Project Engineer or Equivalent Level)**

- a. If an employee has not been satisfied during a verbal presentation of the grievance to the immediate supervisor, the employee may present it to the supervisor in writing. The aggrieved employee must state the grievance, the time (date) that the grievance occurred, relief sought, and, except for grievances over disciplinary actions, the Merit System Rule, written Transportation Department Policy Directive pertaining to personnel, or contract articles of the Agreement which have been misapplied. Only one subject matter will be covered in any one grievance. All grievances must be signed by the aggrieved employee or employees prior to the commencement of the Step 1 hearing.
- b. The supervisor must hear the grievance and make a written answer to the employee with a copy to the employee representative within 15 working days after receipt of the grievance. If the employee feels that the matter is not resolved, then the grievance may be filed into Step 2.

### **22.15 Step Two — Regional Administrator/Assistant Secretary/Division Director**

- a. If the employee wishes to pursue the grievance, the employee or a representative must submit the grievance in writing, signed by the employee, within 10 working days after receipt of the written answer from the supervisor. The grievance will be submitted to the Regional Administrator/Assistant Secretary/Division Director or a designee, after which a hearing will be held within 10 working days of its receipt. A courtesy copy will be provided to the Step 1 Supervisor and the Department Employee Relations Manager.

- b. The Regional Administrator/Assistant Secretary/Division Director or designee will provide a written answer to the employee with a copy to the employee representative within 10 working days after the hearing has been completed. If the employee is not satisfied with the answer given in writing by the Regional Administrator/Assistant Secretary/Division Director or designee, and if the employee wishes to pursue the grievance, the employee or a representative must within 10 working days after receipt of the answer at Step 2, file the grievance in writing, signed by the employee, into the third step. The grievance filed into Step 3 must indicate what portion of the alleged violation has not been resolved and the remedy sought.

#### 22.16 **Step Three — Secretary of Transportation**

A grievance filed into the third step will be submitted to the Secretary of Transportation. A courtesy copy will be provided to the Regional Administrator/Assistant Secretary/Division Director and the Office of Human Resources. The Secretary or designee will hold a grievance hearing within 10 working days after receipt of the grievance, and a written answer will be provided to the employee with a copy to the employee representative within 10 working days after the hearing. If the aggrieved employee does not accept the written answer at the third step, the employee or a representative may file in writing a request, signed by the employee, for mediation within 10 working days of receipt of the answer at the third step.

#### 22.17 **Mediation and Arbitration**

Failing settlement at Step 3, the aggrieved employee or a representative may, within 10 working days after receipt of the answer, request mediation in writing, signed by the employee, to the Director of the Department of Personnel (with a copy to the Departmental Personnel Manager). Any costs associated with an employee's or a Union's pursuit of a grievance into mediation or arbitration will be borne by the employee or Union, including attorney fees or other fees. This also includes daily wages, per diem, and/or transportation expenses except the aggrieved employee's daily wages will be paid for hearing days. The parties agree that the mediation proceeding shall be conducted by the Director of Personnel or a designee and should begin within 10 working days after notice has been given. If mediation is unsuccessful, the aggrieved employee or a representative may within 10 working days request arbitration through the Director of Personnel. The request shall be in writing and signed by the employee. The decision of the arbitrator shall be final and binding on the parties.

## **22.18 Waiver of Steps**

The Department may waive the hearing process through the first 3 steps and respond to the grievance based upon the facts presented at previous hearings and/or on the grievance form.

## **Article 23 — Savings Clause**

### **23.1 Subordination of Agreement**

It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future laws of the state of Washington including rules and regulations established by the Washington State Personnel Resources Board, the Office of Financial Management, or other agencies of government, other than the Department, pursuant to authority granted to them by the legislature.

### **23.2 Invalidity**

Should any Article, Section, or portion thereof of this Agreement be held unlawful or invalid by any court, agency, or board of competent jurisdiction, or in conflict with existing state laws, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof, if requested by either party. The remaining parts or provisions shall remain in full force and effect.

### **23.3 Precedence**

Should any Article, Section, or portion of this Agreement conflict with the provisions of a published WSDOT Directional Document, the Agreement shall take precedence.

## **Article 24 — Life of the Agreement**

### **24.1 Term**

All provisions of this Agreement shall become effective on November 1, 1997, and shall continue to be in full force and effect for 3 years from the effective date.

### **24.2 Renegotiation**

Prior to the termination date of this Agreement, either party may recommend any or all parts of the Agreement to be reopened for negotiations, provided one of the parties advises the other party in writing 90 days prior to the termination date of this Agreement by submission and receipt in writing to the other party of such recommendations. The party receiving the request to reopen the Agreement will then be provided an opportunity to submit their recommendations or proposal prior to the start of formal negotiations. This Agreement shall remain in full force and effect during the period of negotiation until notice of termination of this Agreement is provided.

### **24.2 Extension of Agreement**

Should neither party to this Agreement receive written notice requesting negotiations 90 days prior to the expiration date of the Agreement, the Agreement will be considered to have been renegotiated. The new Agreement shall be in force and effect from the day following termination of the previous Agreement and for one year thereafter.

### **24.3 Amendments**

This Agreement may be amended at any time during its effective term, provided there is mutual consent of both parties.

## Validation of Agreement

IN WITNESS THEREOF, the parties hereto have entered into this basic Agreement this 7th day of October 1997.

### For the Union

\_\_\_\_\_  
Joseph L. McGee, Executive Director

\_\_\_\_\_  
Debby Black, Employee Representative

\_\_\_\_\_  
Jim Findley, Employee Representative

\_\_\_\_\_  
Frank Gilliland, Employee Representative

\_\_\_\_\_  
Paul Jensen, Employee Representative

\_\_\_\_\_  
Glen Young, Employee Representative

\_\_\_\_\_  
Bill Kalibak, Union Representative

\_\_\_\_\_  
Vince Oliveri, Union Representative

### For the Department

\_\_\_\_\_  
Sid Morrison, Secretary of Transportation

\_\_\_\_\_  
Cathy Arnold, Management Representative

\_\_\_\_\_  
Ed Blodgett, Management Representative

\_\_\_\_\_  
John Calhoun, Management Representative

\_\_\_\_\_  
Linea Laird, Management Representative

\_\_\_\_\_  
Paul Mahre, Management Representative

\_\_\_\_\_  
Don Nelson, Management Representative

Approved as to Form:

\_\_\_\_\_  
Cheryl Carey, Assistant Attorney General



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